

## CALL FOR BIDS – FIXED WORKS PROJECT

- I. Name of Company Bidding: A. J. Fowler, Inc.
- II. Instructions and Specifications:
- A. Bid No.: SW-081-16
  - B. For: 5631 WEBSTER RESIDENTIAL DEMOLITION CDBG-DR-13b
  - C. Bid Opening Date/Time: Wednesday, May 31, 2017 @ 10:00am
  - D. Pre-Bid Conference Date/Time: Wednesday, May 24, 2017 @ 11:00am OPTIONAL
  - E. Pre-Bid Conference Location: 5631 WEBSTER STREET, DOWNERS GROVE, IL 60516
  - F. CONTRACT DOCUMENTS FOR PICKUP AT THE PUBLIC WORKS BUILDING, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515
- III. Required of All Bidders:
- A. Bid Deposit: 5%
  - B. Letter of Capability of Acquiring Performance Bond: YES
- IV. Required of Awarded Contractor(s)
- A. Performance Bond or Letter of Credit: YES
  - B. Certificate of Insurance: YES

Legal Advertisement Published: Wednesday, May 17, 2017

This document comprises 69 pages

DemandStar No: CFB-0-19-2017/TT

RETURN ORIGINAL BID IN SEALED ENVELOPE MARKED WITH THE BID NUMBER AS NOTED ABOVE TO:

JOHN WELCH  
ASSISTANT DIRECTOR OF PUBLIC WORKS - ENGINEERING  
VILLAGE OF DOWNERS GROVE  
5101 WALNUT AVENUE  
DOWNERS GROVE, IL 60515  
PHONE: 630/434-5494  
FAX: 630/434-5495  
[www.downers.us](http://www.downers.us)

Village of Downers Grove – 5631 Webster Residential Demolition

**CALL FOR BIDS – FIXED WORKS PROJECT**

**Bid No.: SW-081-16**

The VILLAGE OF DOWNERS GROVE will receive bids Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Public Works Building, 5101 Walnut Avenue, Downers Grove, IL 60515.

The Village Council reserves the right to accept or reject any and all bids, to waive technicalities and to accept or reject any item of any Bid.

The documents constituting component parts of this Contract are the following:

- I. CALL FOR BIDS
- II. TERMS & CONDITIONS
- III. GENERAL PROVISIONS
- IV. SPECIAL PROVISIONS
- V. BID & CONTRACT FORM
- VI. APPENDIX A
- VII. APPENDIX B
- VIII. APPENDIX C

All Bidders MUST submit the entire bid package, with one original Bid Form. Upon formal Award, the successful Bid will automatically convert to a Contract, and the successful Bidder will receive a copy of the executed contract upon formal award of the Bid with the Notice of Award.

**DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT.**

**I. CALL FOR BIDS and INSTRUCTIONS TO BIDDERS**

**1. GENERAL**

1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to: **WEDNESDAY, MAY 31, 2017 @ 10:00 AM.**

1.2 Defined Terms:

1.2.1 Village – the Village of Downers Grove acting through its officers or agents.

1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.

1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.

1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.

1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.

1.2.6 Work – the construction or service defined herein.

1.2.7 Day – unless otherwise stated all references to day "Day" "Days", "day" or "days" shall refer to calendar days.

1.2.8 Proposal Guaranty – the required bid deposit.

1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.

1.4 Bids shall be sent to the Village of Downers Grove, ATTN: John Welch, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.

1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Bid. Telephone, email and fax Bids will not be accepted.

1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

**2. BID PREPARATION**

2.1 It is the responsibility of the Bidder to carefully examine the Contract Documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed Work.

2.2 The Bidder shall inspect the site of the proposed Work in detail, investigate and become familiar with

Village of Downers Grove – 5631 Webster Residential Demolition

all the local conditions affecting the Work and become fully acquainted with the detailed requirements of the Work. Submitting a Bid shall be a conclusive assurance and warranty that the Bidder has made these examinations and that the Bidder understands all requirements for the performance of the Work. If the Bid is accepted, the Bidder will be responsible for all errors in the Bid resulting from his willing or neglectful failure to comply with these instructions. IN NO CASE WILL THE VILLAGE BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE BIDDER TO MAKE THESE EXAMINATIONS. THE VILLAGE WILL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES, LOSSES OR CHANGES IN ANTICIPATED MARGINS OF PROFIT RESULTING FROM THE WILLING OR NEGLECTFUL FAILURE OF THE CONTRACTOR TO PROVIDE THE KNOWLEDGE, EXPERIENCE AND ABILITY TO PERFORM THE WORK REQUIRED BY THIS CONTRACT. No changes in the prices, quantities or contract provisions shall be made to accommodate the inadequacies of the Bidder, which might be discovered subsequent to award of contract. The Bidder shall take no advantage of any error or omission in the Contract Documents nor shall any error or omission in the Contract Documents serve as the basis for an adjustment of the amounts paid to the Bidder.

- 2.3 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatsoever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*
- 2.4 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatsoever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.
- 2.5 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Bids. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any Bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.
- 2.6 An estimate of the quantities of Work to be performed and the materials to be furnished is shown in the Bid Form. It is given as a basis for comparing the properly submitted Bids, and shall be used by the Village in awarding the Contract. The Village does not expressly warrant nor imply that the estimated

Village of Downers Grove – 5631 Webster Residential Demolition

quantities shown will correspond with those quantities required to perform the Work. No Bidder shall plead misunderstanding or deception because of such an estimate of quantities, or because of the character, location or other conditions pertaining to the Work. Payment shall be based on the actual quantities of work properly performed in accordance with the Contract, at the Contract unit prices specified. The Village reserves the right to increase, decrease or omit entirely, any or all items. No allowance will be made for any change in anticipated profits due to an increase or decrease in the original estimate of quantities.

- 2.7 The Bidder must submit his Bid on the form furnished by the Village. The Bid shall be executed properly, and Bids shall be made for all items indicated in the Bid Form. The Bidder shall indicate, in figures, a unit price or lump sum price for each of the separate items called for in the Bid Form. The Bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum shown in the place indicated in the Bid Form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the Bidder, which shall be written with ink.
- 2.8 In case of error in the extension of prices in the Bid, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.9 All costs incurred in the preparation, submission, and/or presentation of any Bid including the Bidder's travel or personal expenses shall be the sole responsibility of the Bidder and will not be reimbursed by the Village.
- 2.10 The Bidder hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items, as well as the materials to be furnished in accordance with the collective requirements of the Contract Documents. The Bidder also affirms that this cost includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, profits and other work, services and conditions necessarily involved in the work to be done.
- 2.11 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, or similar) listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.
- 2.12 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

**3. PRE-BID CONFERENCE**

- 3.1 A pre-bid conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Bidders. This pre-bid conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Bidders is strongly advised as this will be the last opportunity to ask questions concerning the Bid.
- 3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-bid conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-bid conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in

Village of Downers Grove – 5631 Webster Residential Demolition

Section 2.5 above.

**4. BID SUBMISSION**

- 4.1 An original copy of the sealed bid marked as indicated in Section 1 shall be submitted to the Village.
- 4.2 A bid deposit will be required, which shall not exceed ten percent (10%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check, cash or money order. Checks shall be drawn upon a bank of good standing payable to the order of the Village and said deposit shall be forfeited to the Village in the event the Bidder neglects or refuses to enter into a contract and bond when required, with approved sureties, to execute the Work or furnish the material for the price mentioned in his Bid and according to the plans and specifications in case the contract shall be awarded to him.
- 4.3 Bids shall be publicly opened at the hour and place indicated above.

**5. BID MODIFICATION OR WITHDRAWAL**

- 5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.
- 5.2 A Bid that is in the possession of the Village may be withdrawn by the Bidder, up to the time set for the bid opening, by a letter bearing the signature or name of the person authorized for submitting Bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.
- 5.3 Any Bidder who does not submit a Bid is requested to return the enclosed Statement of “No Bid” postcard. Bidders not submitting Bids or “No Bid Statement” may otherwise be removed from the Village’s bid mailing list.

**6. BID REJECTION**

- 6.1 Bids that contain omissions, erasures, alterations, additions not called for, conditional bids or alternate bids not called for, or irregularities of any kind, shall be rejected as informal or insufficient. Bids otherwise acceptable, which are not accompanied by the proper Proposal Guaranty, shall also be rejected as informal or insufficient. The Village reserves the right however, to reject any or all Bids and to waive such technical error as may be deemed best for the interest of the Village.

**7. BIDDER COMPETENCY**

- 7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

**8. BIDDER DISQUALIFICATION**

- 8.1 Any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid.
  - 8.1.1 More than one Bid for the same Work from an individual, firm partnership, or corporation under the

Village of Downers Grove – 5631 Webster Residential Demolition

same or different names.

- 8.1.2 Evidence of collusion among Bidders.
- 8.1.3 Unbalanced Bids in which the prices for some items are substantially out of proportion to the prices for other items.
- 8.1.4 Failure to submit a unit price for each item of Work listed in the Bid Form.
- 8.1.5 Lack of competency as revealed by financial statement or experience questionnaire.
- 8.1.6 Unsatisfactory performance record as shown by past work, judged from the standpoint of workmanship and progress.
- 8.1.7 Uncompleted work which, in the judgment of the Village, might hinder or prevent the prompt completion of this Work.
- 8.1.8 Failure to submit a signed Bidder's Certificate stating the following:
  - 8.1.8.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statutes; and
  - 8.1.8.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue; and
  - 8.1.8.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract; and
  - 8.1.8.4 The Bidder will comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*

**9. BASIS OF AWARD**

- 9.1 The Village reserves the exclusive right to accept or reject any and all Bids or to waive sections, technicalities and irregularities, or to accept or reject any Bid or any item of any Bid.

**10. AWARD OF CONTRACT**

- 10.1 Unless the Village exercises its right to reject all Bids, the Contract will be awarded to that responsible Bidder whose Bid, conforming to the Contract Documents, will be most advantageous to the Village, price and other factors considered (credentials, financial information, bonding capacity, insurance protection, qualifications of the labor and management of the firm, past experience and ability to complete the project within time frame required - lowest responsible bidder).
- 10.2 Unless otherwise specified, if a Contract is not awarded within ninety (90) days after the opening of Bids, a Bidder may file a written request with the Village for the withdrawal of their Bid. The Village will have a maximum of ten (10) days after the receipt of such request to award the Contract or release the Bidder from further obligation by return of the Bidder's bid deposit. Any attempt or actual

## Village of Downers Grove – 5631 Webster Residential Demolition

withdrawal or cancellation of a Bid by the awarded contractor who has been notified by the Village of the acceptance of said Bid shall be considered a breach of contract.

### **11. RETURN OF BID DEPOSIT**

- 11.1 The bid deposit of all except the three (3) lowest responsive bidders on each contract will be returned within fifteen (15) days after the opening of Bids. The remaining bid deposits of each contractor will be returned within fifteen (15) days after the Village Council has awarded the contract and the required appurtenances to the contract have been received.

### **12. FAILURE TO ENTER INTO CONTRACT**

- 12.1 Failure on the part of the successful Bidder to execute a Contract and provide acceptable bonds, as provided herein, within ten (10) days from the date of receipt of the Contract and Notice of Award from the Village, will be considered as just cause for the revocation of the award. The Bidder's bid security shall then be forfeited to the Village, not as a penalty but in payment of liquidated damages sustained as a result of such failure.

- 12.2 The Bidder shall not be allowed to claim lack of receipt where the Contract and Notice of Award was mailed by U.S. Postal Services certified mail to the business address listed in his Bid. In case the Village does not receive evidence of receipt within ten (10) days of the date of Notice of Award, the Village may revoke the award. The Bidder shall then forfeit the bid security to the Village, not as a penalty but in payment of liquidated damages sustained as the result of such failure to execute the Contract.

- 12.3 By submitting a Bid, the Bidder understands and agrees that, if his Bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.

### **13. SECURITY FOR PERFORMANCE**

- 13.1 The successful Bidder shall, within ten (10) days after acceptance of the Bidder's Bid by the Village, furnish a Performance Bond and a Materials and Labor Payment Bond acceptable to the Village in the full amount of the Bid. Said bonds shall guarantee the Bidder's performance under the Contract Documents and shall guarantee payment of all subcontractors and material suppliers. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

### **14. TAX EXEMPTION**

- 14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification number will also be provided to the selected Bidder.

### **15. RESERVED RIGHTS**

- 15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this Contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bids, however, will not be waived.

### **16. CATALOGS AND SHOP DRAWINGS**

Village of Downers Grove – 5631 Webster Residential Demolition

16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the work or material he proposes to furnish.

**17. TRADE NAMES AND SUBSTITUTIONS**

17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written Bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

## **II. TERMS AND CONDITIONS**

### **18. VILLAGE ORDINANCES**

18.1 The successful Bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

### **19. USE OF VILLAGE'S NAME**

19.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

### **20. HOURS OF WORK**

20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village. Any work, including the starting and/or idling of vehicles or machinery, or a congregation of workers prior to starting work, which may cause any noise level that can be heard by adjacent residents, performed outside of these hours of work and not authorized by the Village shall be subject to a fine of \$250 per day, per violation.

### **21. PERMITS AND LICENSES**

21.1 The Contractor shall obtain all necessary permits and licenses required to complete the Work. The cost of acquisition of all necessary permits, bonds, insurance and services as specified herein shall be considered INCIDENTAL, and no additional compensation will be allowed the Contractor.

### **22. INSPECTION**

22.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

### **23. DELIVERIES**

23.1 All materials shipped to the Village must be shipped F.O.B. designated location, Downers Grove, Illinois.

### **24. SPECIAL HANDLING**

24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

### **25. NONDISCRIMINATION**

25.1 Contractor shall, as a party to a public contract:

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to

Village of Downers Grove – 5631 Webster Residential Demolition

assure equality of employment opportunity and eliminate the effects of past discrimination;

25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

25.2 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et seq.

**26. SEXUAL HARASSMENT POLICY**

26.1 The Contractor, as a party to a public contract, shall have a written sexual harassment policy that:

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

26.1.4 Describes the Contractor's internal complaint process including penalties;

26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

**27. EQUAL EMPLOYMENT OPPORTUNITY**

27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Contractor agrees as follows:

27.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

Village of Downers Grove – 5631 Webster Residential Demolition

- 27.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 27.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 27.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 27.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 27.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

**28. DRUG FREE WORK PLACE**

28.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

28.1.1 Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or

Village of Downers Grove – 5631 Webster Residential Demolition

Contractor's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) Abide by the terms of the statement; and

(B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

28.1.2 Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Village's or Contractor's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation and employee assistance programs;

(4) The penalties that may be imposed upon employees for drug violations.

28.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

28.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

28.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

28.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

**30. PREVAILING WAGE ACT**

30.1 Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website ([www.state.il.us/agency/idol/rates/rates.HTM](http://www.state.il.us/agency/idol/rates/rates.HTM)) and use the most current

Village of Downers Grove – 5631 Webster Residential Demolition

DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract. If the wages under the federal Davis-Bacon Act are higher than those required by the Illinois Prevailing Wage Act, then the Contractor must comply with the Davis-Bacon Act.

- 30.2 Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.
- 30.3 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.
- 30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Village no later than the tenth (10<sup>th</sup>) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.
- 30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.
- 30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

**31. PATRIOT ACT COMPLIANCE**

- 31.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals,

Village of Downers Grove – 5631 Webster Residential Demolition

shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

**32. INSURANCE REQUIREMENTS**

32.1 Prior to starting the Work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section 32.9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

32.2 Comprehensive General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

32.3 Commercial Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

Village of Downers Grove – 5631 Webster Residential Demolition

- 32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “Village of Downers, its officers, officials, employees and volunteers” as “additional insureds” with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor’s subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than \$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.
- 32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure

Village of Downers Grove – 5631 Webster Residential Demolition

a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**33. INDEMNITY AND HOLD HARMLESS AGREEMENT**

33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

33.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its subcontractors.

**34. SUBLETTING OF CONTRACT**

34.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of this Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

**35. TERMINATION OF CONTRACT**

35.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason.

35.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

**36. BILLING AND PAYMENT PROCEDURES**

36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If

Village of Downers Grove – 5631 Webster Residential Demolition

payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.
- 36.3 As this Contract is for work defined as a “fixed public works” project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 36.4 Please send all invoices to the attention of: Village of Downers Grove, Accounts Payable, 801 Burlington Avenue, Downers Grove, IL 60515.

**37. COMPLIANCE WITH OSHA STANDARDS**

- 37.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

**38. CERCLA INDEMNIFICATION**

- 38.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.
- 38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

**39. COPYRIGHT or PATENT INFRINGEMENT**

- 39.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

**40. BUY AMERICA**

- 40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this Contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

Village of Downers Grove – 5631 Webster Residential Demolition

40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

**41. CAMPAIGN DISCLOSURE**

41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

**42. GUARANTEE PERIOD**

42.1 The Contractor shall guarantee all work and provide a maintenance bond for the full amount of the contract, covering a minimum period of one (1) year after approval and acceptance of the Work. The bond shall be in such form as the Village may prescribe, unless otherwise noted in the Specifications, and shall be submitted before receiving final payment. If longer guarantee periods are required, they will be noted in the Special Provisions for this project.

**43. SUCCESSORS AND ASSIGNS**

43.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

**44. WAIVER OF BREACH OF CONTRACT**

44.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

**45. CHANGE ORDERS**

45.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

Village of Downers Grove – 5631 Webster Residential Demolition

45.2 Change orders for public works projects which authorize an increase in the contract price that is 50% or more of the original contract price or that authorize or necessitate any increase in the price of a subcontract under the contract that is 50% or more of the original subcontract price must be resubmitted for bidding in the same manner by which the original contract was bid. (50 ILCS 525/1)

**46. SEVERABILITY OF INVALID PROVISIONS**

46.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**47. GOVERNING LAW**

47.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

**48. NOTICE**

48.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

Village Manager  
Village of Downers Grove  
801 Burlington Avenue  
Downers Grove, IL 60515

And to the Contractor as designated on the Contract Form.

**49. AMENDMENT**

49.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

**50. COOPERATION WITH FOIA COMPLIANCE**

50.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et seq.

**51. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT**

51.1 If the work contemplated by this Contract is funded or financed in whole or in part with State Funds or funds administered by the State, Contractor agrees to comply with the terms of the Employment of Illinois Workers on Public Works Act by employing at least 90% Illinois laborers on the project. 30 ILCS 570/1 et seq. Contractor agrees further to require compliance with this Act by all of its subcontractors.

### **III. GENERAL PROVISIONS**

The primary purpose of this project is to demolish and haul away debris from a certain Community Development Block Grant Disaster Recovery acquired residential structure owned by the Village. The Contractor understands and agrees that demolition debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of this Contract in the shortest time possible.

#### **1. STANDARD SPECIFICATIONS**

1.1 The following standards shall govern the construction of the proposed improvements:

1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Sixth Edition, 2009 (Water & Sewer Specs.); and

1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2016; along with Supplemental Specifications and Recurring Special Provisions (collectively the “Standard Specifications”) as adopted by the Illinois Department of Transportation, January 1, 2017; and

1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois, revised January 2017.

1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.

1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the Standard Specifications are hereby suspended.

#### **2. COOPERATION OF CONTRACTOR**

2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.

2.2 The Contractor shall have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall not replace him without prior written notification to the Village.

#### **3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC**

3.1 Section 107 of the Standard Specifications shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:

Village of Downers Grove – 5631 Webster Residential Demolition

- 3.1.1 PROJECT SAFETY. Add the following to Article 107.28:
- 3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well-being of those engaged in the completion of the work specified in this contract.
  - 3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions regulations of the Occupation Safety and Health Administration and (OSHA) Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.
  - 3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.
  - 3.1.1.4 The Contractor shall, prior to performing any work, request information from the Village regarding any existing confined spaces owned by the Village that may be entered in the course of the work, and shall obtain all required confined space entry permits prior to entering any confined spaces. Contractor shall follow all current laws and regulations with regard to confined space entry. Contractor shall maintain and, upon request, provide full documentation of compliance with the appropriate confined space permits for each separate confined space entered on the project.
- 3.1.2 BACKING PRECAUTIONS. Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.
- 3.1.3 OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS. The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.
- 3.1.4 BARRICADES AND WARNING SIGNS. The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or its representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and

## Village of Downers Grove – 5631 Webster Residential Demolition

signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

### **4. PROSECUTION AND PROGRESS**

4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:

- 4.1.1 The Contractor shall schedule his work such that all improvements shall be complete by **August 4, 2017**. Completion shall mean all work including full turf restoration. The completion date will remain binding throughout the duration of the Contract unless revised in writing by the Village.
- 4.1.2 The total duration of disturbance for work related to means of public egress through the project site or access to private property (e.g. removal and replacement of curb and gutters, sidewalks, driveway entrances, etc.) must not exceed ten (10) calendar days. The Contractor may use high-early strength concrete, meeting all specifications herein, at his own expense to help meet this requirement.
- 4.1.3 The Contractor shall contact the Village to ensure all utility disconnects have been completed prior to demolition.
- 4.1.4 Should the Contractor fail to complete the work on or before the specified completion dates set forth in Sections 4.1.1 or 4.1.2 or within such extended time as may be allowed, the Contractor shall be liable for liquidated damages in accordance with the applicable sections of Article 108.09 of the SSRBC.
- 4.1.5 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.
- 4.1.6 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule. The Village reserves the right to require adjustments to scheduling of work.

### **5. MEASUREMENT AND PAYMENT**

5.1 Section 109 of the Standard Specifications shall govern measurement and payment, with the following additions:

- 5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 36 of Part II of this document (Billing and Payment Procedures.)
- 5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers

Village of Downers Grove – 5631 Webster Residential Demolition

shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

**6. REGISTRATION IN THE FEDERAL SYSTEM FOR AWARD MANAGEMENT**

6.1 The Contractor and any subcontractors shall register and maintain an active registration in the Federal System for Award Management (SAM). The registration for each entity must also indicate that the entity is not excluded from participating in Federal projects.

**7. COMPLIANCE WITH THE HOUSING AND URBAN DEVELOPMENT ACT**

7.1 The Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968 as follows:

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Village of Downers Grove – 5631 Webster Residential Demolition

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### **IV. SPECIAL PROVISIONS**

**The following Special Provisions shall modify, supercede, or supplement the Standard Specifications referred to in Section III - General Provisions.**

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *supplemented* by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *amended, voided, or superceded* by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superceded, and not in addition to the portion changed.

#### **SP-1 GENERAL SCOPE OF WORK**

**Description:** The **Base Bid** for the CDBG-DR Residential Demolition project includes the demolition of one (1) residential property located at:

5631 Webster Street – PIN 09-17-106-009

The required demolition fencing and parking plan is included in Appendix A. The Village of Downers Grove has completed the process of asbestos testing. The asbestos report is included in Appendix B. The project shall generally consist of the following:

- Obtain demolition permits from Village, and/or other applicable agencies
- Removal and disposal of existing debris (garbage, appliances, furnishings, etc.) and existing hazardous materials from the property prior to demolition
- Building and site demolition
- Site grading and restoration

#### **SP-2 GENERAL CONSTRUCTION REQUIREMENTS**

The following general requirements are intended to govern the overall priority for the performance of the work described in this contract. As general requirements, they are not intended to dictate to the Contractor the precise method by which these tasks shall be performed.

If the project requires the phasing of construction, the contractor is to follow the phasing shown in the plan set. Any variations in the phasing plan shown on the plan set must be approved in writing by the Engineer before construction begins. The contractor will not be allowed to proceed to another phase without the approval of the Engineer. **The contractor will receive no additional compensation for constructing the project in phases.**

No more than three hundred linear feet (300 LF) of pavement may be closed to use by the motoring public,

## Village of Downers Grove – 5631 Webster Residential Demolition

and access to **all** individual drives within the current work zone must be restored at the end of each workday, unless a Village-approved phasing plan shows otherwise.

The Contractor shall maintain traffic flow on ALL STREETS during the day in accordance with the applicable special provision. Adequate signing and flagging is of particular importance for safe travel of all residents.

### **SP-3 BUILDING AND SITE DEMOLITION**

#### **PART 1 – GENERAL**

##### **1.1 RELATED DOCUMENTS**

Drawings and general provisions of the Contract, including General and Special Conditions, apply to this Section.

##### **1.2 SUMMARY**

This Section includes the following:

1. Demolition and removal of buildings.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, and removing site utilities.

##### **1.3 DEFINITIONS**

Demolish: Completely remove and legally dispose of off-site.

Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.

##### **1.4 MATERIALS OWNERSHIP**

Unless otherwise indicated, demolition waste becomes property of Contractor.

Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest of value to the Village that may be uncovered during demolition remain the property of the Village.

##### **1.5 SUBMITTALS**

Qualification Data: Must be submitted for the following:

1. For refrigerant recovery technician.
2. Asbestos Remediation Firm

Proposed Protection Measures: Submit informational report, including drawings, that indicates the measures proposed for protecting individuals and property. Indicate proposed locations and construction of barriers and measures proposed to protect adjacent buildings.

## Village of Downers Grove – 5631 Webster Residential Demolition

Schedule of Building Demolition Activities: Indicate the following:

1. Detailed sequence of demolition work, with starting and ending dates for each activity.
2. Temporary interruption of utility services.
3. Shutoff and capping of utility services.

Building Demolition Plans: Drawings indicating the locations of temporary protection.

Predemolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by building demolition operations.

Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

Certifications and paperwork associated with legal remediation and disposal of all asbestos material in accordance with all federal, state and local regulations.

### 1.6 QUALITY ASSURANCE

Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

Standards: Comply with ANSI A10.6 and NFPA 241.

Predemolition Conference: Review methods and procedures related to building demolition including, but not limited to, the following:

1. Inspect and discuss condition of structures to be demolished
2. Review structural load limitations of existing structures.
3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review and finalize protection requirements.
5. Review procedures for protection of adjacent buildings

### 1.7 PROJECT CONDITIONS

Buildings to be demolished will be vacated and their use discontinued before start of the Work.

Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.

## Village of Downers Grove – 5631 Webster Residential Demolition

1. Provide not less than 72 hours notice of activities that will affect operations of adjacent occupied buildings.
2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
3. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.

The Village assumes no responsibility for buildings and structures to be demolished.

Conditions existing at time of bidding will be maintained by the Village as far as practical. Please refer to Appendix B for environmental report.

Hazardous Materials: Please refer to Appendix B for hazardous materials. Contractor will be responsible for removal of hazardous materials.

On-site storage or sale of removed items or materials is not permitted.

### 1.8 COORDINATION

Arrange demolition schedule so as not to interfere with operations of adjacent occupied buildings.

## PART 2 – PRODUCTS

### 2.1 SOIL MATERIALS

Backfill: All open excavations shall be backfilled with sand of the gradation specified below, per the SSRBC. Material tickets shall be supplied to the Village.

Topsoil: Topsoil materials shall be in accordance with the SSRBC, and material tickets shall be supplied to the Village. Topsoil source must be submitted to the Village no less than 10 days prior to the start of backfilling operations, and must be approved prior to any material being hauled to the site.

## PART 3 – EXECUTION

### 3.1 EXAMINATION

Verify that utilities have been disconnected and capped before starting demolition operations.

Provide photographs or video of site conditions that might be misconstrued as damage.

Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.

Verify that hazardous materials have been remediated before proceeding with building demolition operations.

### 3.2 PREPARATION

**Refrigerant:** Remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition.

**Existing Utilities:** The Village will contact local utility companies to arrange to have electric, gas, water, and cable services disconnected. Contractor shall be responsible for coordinating and completing the sanitary sewer service disconnection. Contractor shall locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished, to the extent this work is not performed by the utility companies with the exception of existing wells. Any existing wells shall be capped by the Village. No demolition shall proceed until all utilities have been properly disconnected.

1. Verify shut off of all utilities with utility companies.
2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
3. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
4. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing. Contractor is responsible for verifying the disconnection of all utilities.

### 3.3 PROTECTION

**Existing Facilities:** Protect adjacent walkways, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.

**Existing Utilities:** Maintain utility services to remain and protect from damage during demolition operations.

1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by the Village and authorities having jurisdiction.
2. Provide temporary services during interruptions to existing utilities, as acceptable to the Village and authorities having jurisdiction. Provide at least 72 hour notice to occupants of affected buildings if shutdown of service is required during changeover.

**Temporary Protection:** Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways.

1. Protect adjacent buildings and facilities from damage due to demolition activities.
2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.

## Village of Downers Grove – 5631 Webster Residential Demolition

5. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
6. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of group of trees to remain.
7. Contractor shall install a temporary, 6' high chain link fence, with driven posts, and locked swing gates at all site access locations (driveways). Where multiple properties are being demolished adjacent to each other, the perimeter fencing may go around all contiguous properties. Any signage required by local ordinance or permits shall be the responsibility of contractor.
8. Erect silt fence around perimeter of work zone in accordance with all local requirements and permits.

Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place. No excavation shall remain open for more than 48 hours without written permission from the Village. All fencing, signage, silt fence, etc., shall be removed by the contractor at the completion of the project, upon approval by the Village, with the exception of any existing perimeter fencing previously installed by the Village. Contractor shall be responsible for any damage to fencing provided by the Village.

### 3.4 DEMOLITION, GENERAL

General: Demolish all existing buildings and site improvements completely. This includes verifying that water, gas, power and all other utilities have been shut off. The utility services shall be turned off and removed at locations directed by the Village. All buildings shall be demolished including houses, sheds, garages, etc. All foundations and subsurface structures, including septic tanks, shall also be completely removed. All accessory items including stoops, swing sets, planters, fences, timbers, driveways, etc. shall also be completely removed. All stone or aggregate including driveways, decorative landscaping, etc. shall also be completely removed. Unless noted otherwise, all existing trees and shrubs shall remain and shall be protected during demolition. Driveways and culverts shall be left in place until all other demolition activities are completed, and shall be used as the only construction access to the site. Driveways and culverts shall be removed upon completion of demolition activities, and the parkway (including any drainage ditches) shall be regraded for proper drainage and restored with topsoil and seed. Driveway aprons shall be sawcut at the edge of the roadway prior to removal. Where driveways are removed and no sidewalk extends through the driveway, the gap in the sidewalk shall be replaced with Portland Cement Concrete sidewalk 5" in depth placed on a 4" deep compacted aggregate (CA-6) base. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
2. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

Engineering Surveys: During demolition, perform surveys to detect hazards that may result from building demolition activities.

## Village of Downers Grove – 5631 Webster Residential Demolition

Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from the Village and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution. Use of fire hydrants for water shall not be allowed without permission of the Village's water manager. Contractor shall pay going rates for water provided by the Village.

Use of explosives is not permitted.

### 3.5 DEMOLITION BY MECHANICAL MEANS

Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the new lower level.

Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.

Below-Grade Construction: Demolish foundation walls and other below-grade construction.

1. Remove below-grade construction, including basements, foundation walls, footings, and septic tanks completely.
2. Water in basements shall be pumped by the contractor if necessary. Pump discharge hoses shall incorporate sediment capture devices (bags, etc.) as necessary.

Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.

1. Piping: Disconnect piping at unions, flanges, valves, or fittings or location directed by Village.
2. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.
3. Phone/Cable services, if left attached to the house, shall be removed up to the utility pole, with no dangling cable/wires left in place.
4. Sanitary sewer service shall be disconnected and backfilled in conformance with Downers Grove Sanitary District requirements, with pavement restoration per Village requirements (Appendix C).

### 3.6 SITE RESTORATION

## Village of Downers Grove – 5631 Webster Residential Demolition

**Below-Grade Areas:** Below-grade areas shall be backfilled to within One (1) foot of finished grade with FA-2 (sand) in accordance with the SSRBC and shall be compacted by vibrating plate or other mechanical compacting device in a manner consistent with the Standard Specifications, to ensure that no future settlement occurs. One (1) foot of topsoil shall be placed in accordance with Section 211 of the SSRBC on the compacted below-grade areas to bring the areas up to finished grade.

**Site Grading:** Uniformly grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades. All disturbed areas must be graded to provide positive drainage, and to match the surrounding grades.

**Site Restoration:** All bare soil areas located within the property lines and areas disturbed by the demolition shall be restored with a minimum of six (6) inches of topsoil, and shall be stabilized with seed (IDOT Class 1 – Lawn Mixture) and Erosion Control Blanket, in accordance with Sections 250 and 251.04 of the SSRBC.

### 3.7 REPAIRS

Promptly repair damage to adjacent buildings caused by demolition operations.

### 3.8 DISPOSAL OF DEMOLISHED MATERIALS

Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction. Please refer to Appendix B for environmental report. See NESHAP Asbestos Reports, which shall be made available to the Contractor prior to the start of demolition work. Any/all materials, chemicals, and debris located on the property, whether inside a structure to be demolished or lying in the open outside of any structure, shall be removed from the property by the contractor and legally disposed of.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

Burning of materials is not permitted.

### 3.9 CLEANING

Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began. No cleaning of adjacent structures or any private property shall occur without written permission of the property owner(s) and the consent of the Village.

**Basis of Payment:** The work shall be paid for at the contract **LUMP SUM** price for:

**ASBESTOS REMOVAL AND DISPOSAL**  
**And**

## BUILDING AND SITE DEMOLITION

which prices shall be payment in full for all services, materials, labor and other items required to complete the work.

### **SP-4 STREET SWEEPING AND DUST CONTROL**

All roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind throughout every phase of the project. Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by any one or combination of the following: approved mechanical sweeping equipment, manual labor, or other approved techniques.

Whenever ordered by the Engineer, especially for locations subject to a particularly high volume of traffic, the Contractor shall mechanically sweep the work site.

**Basis of Payment:** This work will be paid for at the contract unit price per **HOUR** for

### **STREET SWEEPING AND DUST CONTROL,**

which price shall be payment in full for the work as specified herein.

### **SP-5 EROSION AND SEDIMENTATION CONTROL**

**Description:** Throughout each and every phase of the project, all downstream ditches and storm sewers shall be protected from the run-off of roadway surfaces, excavations, and other construction activities generating the movement of dirt, mud, dust and debris. This work shall consist of constructing temporary erosion and sedimentation control systems as shown on the plans or as directed by the Engineer. The work shall be placed by methods and with materials in accordance with Sections 280, 1080 and 1081 of the SSRBC, except as amended herein.

All downstream ditches shall be protected from erosion and sedimentation by the installation of silt fence ditch checks, straw bales shall not be used. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be protected against erosion and sedimentation runoff by use of silt fence. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, filter baskets, or solid lids, as authorized in the field by the Engineer.

Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.

**Silt Fence:** Placement, maintenance, and removal of silt fence at areas designated by the Engineer. The work shall be placed by methods and materials in accordance with Sections 280 and 1080 of the SSRBC, except as amended herein.

**Basis of Payment:** This work shall be considered **INCIDENTAL** to the project.

**SP-6 TEMPORARY CONSTRUCTION FENCE**

**Description.** This work consists of furnishing, installing, maintaining and removing temporary fence around the perimeter of properties to be demolished.

**Materials.** The fence shall have a minimum 6' height and shall be chain link fence.

**Construction Requirements.** Fence stakes shall be 8' minimum length metal stakes and in accordance with Article 1006.27(b) of the SSRBC or painted metal posts.

The fence shall be staked at maximum 10-foot intervals. The fence shall be constructed with driven posts, and locked swing gates at all site access locations (driveways). The fence must be located inside of property limits of subject properties and shall be removed by the Contractor upon completion of the contract.

**Basis of Payment.** This work shall be considered **INCIDENTAL** to the project.

**SP-7 PIPE UNDERDRAINS, SPECIAL**

**Description.** This work consists of furnishing, installing, and backfilling a pipe underdrain in accordance with Section 601 of the SSRBC.

**Materials.** The pipe shall be a 6-inch perforated, rigid, SDR-35 PVC pipe (or approved equal), wrapped in fabric to prevent backfill material from entering the pipe, extending from the creek at the south edge of the property into the dwelling footprint area.

**Construction Requirements.** Pipe shall be installed on four inches (4") of compacted FA-2 (sand) bedding. Backfill material shall be FA-2 up to an elevation to meet topsoil requirements.

**Basis of Payment.** This work shall be paid for by measured **LINEAR FOOT** as installed.

Village of Downers Grove - 5631 Webster Residential Demolition

**V. BID and CONTRACT FORM (Village)**

\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.

Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award

**BIDDER:**

A-1 Fowler, Inc.  
Company Name

5/30/17  
Date

1340 Gilpin Avenue  
Street Address of Company

fowlerservices@sbroglobal.net  
E-mail Address

South Elgin, IL 60177  
City, State, Zip

Brian Fowler  
Contact Name (Print)

847-931-1257  
Business Phone

847-414-3382  
24-Hour Telephone

847-695-8770  
Business Fax

[Redacted Signature Line]  
Signature of Officer, Partner or Sole Proprietor

ATTEST: if a Corporation  
[Redacted Signature Line]

Brian Fowler / President  
Print Name & Title

Signature of Corporation Secretary

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

VILLAGE OF DOWNERS GROVE:

ATTEST:

[Redacted Signature Line]  
Authorized Signature

[Redacted Signature Line]  
Village Clerk

Village Manager  
Title



6/22/17  
Date

6/22/17  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove – 5631 Webster Residential Demolition

**V. BID and CONTRACT FORM (Contractor)**

**\*\*\*THIS BID WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

**Entire Form Must Be Completed If a Submitted Bid Is To Be Considered For Award**

**BIDDER:**

A-L Fowler Inc.  
Company Name

5/30/17  
Date

1540 Gilpin Avenue  
Street Address of Company

fowler@services@skglobal.net  
E-mail Address

South Elgin, IL 60177  
City, State, Zip

Brian Fowler  
Contact Name (Print)

847-931-1257  
Business Phone

847-414-3382  
24-Hour Telephone

847-695-8770  
Business Fax

  
Signature of Officer, Partner, or Sole Proprietor

ATTEST: if a Corporation  
  
Signature of Corporation Secretary

Brian Fowler/President  
Print Name & Title

We hereby agree to furnish the Village of Downers Grove all necessary materials, equipment, labor, etc. to complete the project by in accordance with the provisions, instructions and specifications for the unit prices shown on the Schedule of Prices.

**VILLAGE OF DOWNERS GROVE:**

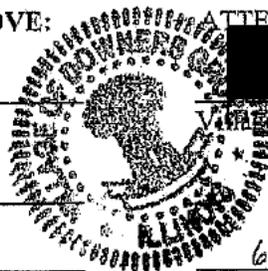
**ATTEST:**

  
Authorized Signature

  
Village Clerk

Village Manager  
Title

6/22/17  
Date



6/22/17  
Date

In compliance with the specifications, the above-signed offers and agrees, if this Bid is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove - 5631 Webster Residential Demolition

**SCHEDULE OF PRICES:**

**BASE BID**

ITEM NO.	PAY ITEM	TOTAL QTY	UNIT	UNIT COST	TOTAL COST
SP-3	ASBESTOS REMOVAL AND DISPOSAL & BUILDING AND SITE DEMOLITION	1	LSUM	\$21,500.00	\$21,500.00
SP-4	STREET SWEEPING AND DUST CONTROL	2	HOUR	\$250.00/Hr	500.00
SP-7	PIPE UNDERDRAIN, SPECIAL	75	LF	\$21.00/LF	\$1,575.00

Total Bid \$23,575.00

Village of Downers Grove – 5631 Webster Residential Demolition

**BIDDER'S CERTIFICATION (page 1 of 3)**

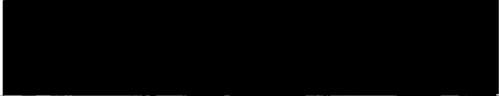
With regard to 5631 Webster Residential Demo, Bidder A-1 Fowler, Inc.  
(Name of Project) (Name of Bidder)

hereby certifies the following:

1. Bidder is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS 5/2-105(A)(4);
3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, and/or the Davis-Bacon Act for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract. Bidder certifies that Bidder and any subcontractors working on the project are aware that filing false payroll records is a Class A misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the Bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;
4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;
5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

Village of Downers Grove – 5631 Webster Residential Demolition .

6. Bidder certifies that (a) no Federal or State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction. (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed person who fails to file required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

BY: 

Bidder's Authorized Agent

27-3275749

FEDERAL TAXPAYER IDENTIFICATION NUMBER

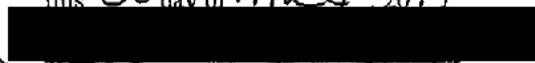
or \_\_\_\_\_

Social Security Number



Subscribed and sworn to before me

this 30 day of May 2017

  
Notary Public

**BIDDER'S CERTIFICATION (page 2 of 3)**

(Fill Out Applicable Paragraph Below)

**(a) Corporation**

The Bidder is a corporation organized and existing under the laws of the State of IL, which operates under the Legal name of A. J. Fowler, Inc., and the full names of its Officers are as follows:

President: Brian Fowler

Secretary: Brian Fowler

Treasurer: \_\_\_\_\_

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

**(b) Partnership**

Signatures and Addresses of All Members of Partnership:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of: \_\_\_\_\_

which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

**(c) Sole Proprietor**

The Bidder is a Sole Proprietor whose full name is: \_\_\_\_\_

and if operating under a trade name, said trade name is: \_\_\_\_\_

which name is registered with the office of \_\_\_\_\_ in the state of \_\_\_\_\_.

Village of Downers Grove – 5631 Webster Residential Demolition

**BIDDER'S CERTIFICATION (page 3 of 3)**

6. Are you willing to comply with the Village's insurance requirements within 13 days of the award of the contract? Yes

INSURER'S NAME: CRH Insurance Agency

AGENT: Scott Ballard

Street Address: 1381 Wind Energy Pass

City, State, Zip Code: Batavia, IL 60510

Telephone Number: 630-208-8496

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: A. J. Fowler, Inc

Print Name and Title of Authorizing Signature: Brian Fowler / President

Signature: 

Date: 5/30/17

MUNICIPAL REFERENCE LIST

Municipality: Batavia Park District  
Address: 327 W. Wilson Street, Batavia, IL 60510  
Contact Name: Jim Eby Phone #: 630-879-5236 Ext. 291  
Name of Project: 315 River Street, Batavia - Demolition of residence  
Contract Value: \$16,900.00 Date of Completion: 1/4/17

Municipality: Kane County Division of Transportation  
Address: 41604 Burlington Road, St. Charles, IL 60175  
Contact Name: Ken Mielke Phone #: 630-406-7172  
Name of Project: 19N024 Randall Road, Dundee - Demolition of residence  
Contract Value: \$15,800.00 Date of Completion: 4/24/16

Municipality: Village of Buffalo Grove  
Address: 50 Kraupp Blvd. Buffalo Grove, IL 60089  
Contact Name: Mike Baker Phone #: 847-537-0995  
Name of Project: 851 Krause Drive, Buffalo Grove - Demolition of building  
Contract Value: \$11,400.00 Date of Completion: 10/17/16

Municipality: City of West Chicago  
Address: 475 Main Street West Chicago, IL 60185  
Contact Name: Tim Wilcox Phone #: 630-293-2700  
Name of Project: 804 W. Forest Avenue, West Chicago - Demolition of residence  
Contract Value: \$12,900.00 Date of Completion: May 2016

Municipality: DeKalb County Government  
Address: 110 E. Sycamore Street, Sycamore, IL 60178  
Contact Name: Rebecca Ann Drasek Phone #: 815-895-7188  
Name of Project: Evergreen Village - Demolition of Trailer Homes  
Contract Value: \$440,000.00 Date of Completion: November 2015

Village of Downers Grove – 5631 Webster Residential Demolition

**SUBCONTRACTORS LIST**

The Bidder hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1) Radon Management Systems Type of Work Asbestos Removal  
Addr: 2292 State St #38 City Downers Grove State IL Zip 60543

2) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

3) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

4) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

6) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

7) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

8) \_\_\_\_\_ Type of Work \_\_\_\_\_  
Addr: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_



**VENDOR W-9 REQUEST FORM**

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

**BUSINESS (PLEASE PRINT OR TYPE):**

NAME: A-1 Fowler, Inc.  
ADDRESS: 1540 Gilpin Avenue  
CITY: South Elgin  
STATE: IL  
ZIP: 60177  
PHONE: 847-931-1257 FAX: 847-695-8770  
TAX ID #(TIN): 27-3275749

(If you are supplying a social security number, please give your full name)

**REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_  
STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

**TYPE OF ENTITY (CIRCLE ONE):**

- |                      |   |
|----------------------|---|
| Individual           | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor      | Limited Liability Company-Partnership                 |
| Partnership          | Limited Liability Company-Corporation                 |
| Medical              | <u>Corporation</u>                                    |
| Charitable/Nonprofit | Government Agency                                     |

SIGNATURE: \_\_\_\_\_ DATE: 5/30/17

Apprenticeship and Training Certification

(Does not apply to federal aid projects. Applicable only to maintenance and construction projects that use Motor Fuel Tax funds or state grant monies.)

Name of Bidder: A. L. Fowler, Inc.

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the Bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The Bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this Contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Illinois Department of Labor, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The Bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the Bidder is a participant and that will be performed with the Bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The Bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. Return this with the Bid.

N/A

The requirements of this certification and disclosure are a material part of the Contract, and the Contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this Contract.

Print Name and Title of Authorizing Signature: Brian Fowler / President

Signature: 

Date: 6/6/17

Village of Downers Grove – 5631 Webster Residential Demolition

**BUY AMERICA CERTIFICATION**

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

*Instructions:*

*Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response. Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).*

**Certificate of Compliance**

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Certificate of Non-Compliance**

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature \_\_\_\_\_

Company Name A-I Fowler, Inc.

Title President

Date 5/30/17

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S./Canadian Free Trade Agreement does not supersede the Buy America requirement.

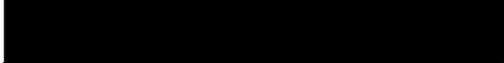
**Suspension or Debarment Certificate**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

Company Name: A. J. Fowler, Inc  
Address: 1540 Gilpen Avenue  
City: South Elgin Zip Code: 60177  
Telephone: (847) 931-1257 Fax Number: (847) 695-8770  
E-mail Address: fowlerservices@boardpal.net  
Authorized Company Signature:   
Print Signature Name: Brian Fowler Title of Official: President  
Date: 5/30/17

Village of Downers Grove – 5631 Webster Residential Demolition

**CAMPAIGN DISCLOSURE CERTIFICATE**

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

- i. Bidder/vendor has not contributed to any elected Village position within the last five (5) years.



Signature

*Brian Fowler*

Print Name

- ii. Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

Signature

Print Name

**BID SUBMITTAL CHECKLIST**

Each Bidder's Bid Package must be submitted with all requisite forms properly completed, and all documentation included. The following list is not all-inclusive, but is designed to facilitate a good, competitive bidding environment.

1.  Instructions to Bidders read and understood. Any questions must be asked according to the instructions.
2.  Cover sheet filled-in
3.  Bid Form copies filled-in. All copies must have original signatures and seals on them.
4.  Bid Bond or cashier's check enclosed with bid package.
5.  Schedule of Prices completed. Check your math!
6.  Bidder Certifications signed and sealed.
7.  Letter from Surety ensuring issuance of Performance and Labor Bonds.
8.  Letter from Insurance Agent or Carrier ensuring issuance of required job coverage.
9.  Municipal Reference List completed.
10.  Certification of Qualifications
11.  Vendor request form W-9 completed.
12.  Affidavit (IDOT Form BC-57, or similar).
13.  Bid package properly sealed and labeled before delivery. If sending by mail or messenger, enclose in a second outer envelope or container. Project plan sheets do not have to be included with the bid package.

**VI. APPENDIX A**

See following page.



**APPENDIX B**

See following page.



1240 Iroquois Ave, Suite 206  
Naperville, Illinois 60563

P : 630 717 2880  
F : 630 689 5881

mail@consulttruenorth.com

April 14, 2017

Mr. John Welch  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515

**RE: Pre-Demolition Asbestos Survey (PIN 09-17-106-009)**  
**5631 Webster Street, Downers Grove, Illinois**  
**True North Project T117224**

Dear Mr. Welch:

True North Consultants, Inc. was contracted by the Village of Downers Grove to conduct a pre-demolition asbestos survey of the single-family residential structure located at 5631 Webster Street in Downers Grove, Illinois (Site). Survey activities were performed by an Illinois Department of Public Health (IDPH) licensed Asbestos Building Inspector (Roy W. Bass Jr. - License No. 100-19144) on April 10, 2017.

The purpose of the survey was to determine the asbestos-content of suspect asbestos-containing materials located at the Site prior to planned demolition activities. The structure consists of an approximate 1,800 square foot two story frame construction with a full basement and a detached wood frame garage.

Prior to sample collection, the inspector conducted a cursory visual inspection of the structure to identify the various homogeneous groups of material that were present. Homogeneous groups (HG) are defined as materials that are uniform in texture, color, and appear to have been installed at the same time. A sampling plan was then developed based upon the identified homogeneous groups. Sampling was conducted in accordance with the requirements of the Environmental Protection Agency (EPA) *National Emission Standards for Hazardous Air Pollutants* (NESHAPS) and the Occupational Safety and Health Administration (OSHA) *Asbestos Standard for the Construction Industry* (29 CFR 1926.1101). Samples of each homogeneous group were collected on a random basis within the building in order to obtain an overall representation of asbestos content.

Representative samples of suspect asbestos-containing material (SACM) were obtained by removing a small amount of the material and placing it in a leak-tight container. Prior to sampling, the material was wetted to reduce the possibility of fiber release. Samples of surfacing material (SM), miscellaneous materials (MISC) and thermal system insulation (TSI)



were taken randomly while attempting to sample damaged areas so as to minimize additional disturbance. The location, description, and quantity of the sampled materials were recorded for future reference.

A total of twenty-four (24) bulk samples were collected during the survey. Bulk samples were submitted to a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for analysis (International Asbestos Testing Laboratories NVLAP # 101165-0). Samples were analyzed for asbestos content in accordance with the procedures for Polarized Light Microscopy (PLM) with dispersion staining, contained in EPA's "Method for the Determination of Asbestos in Bulk Building Materials, "EPA/600/R-93/116 July, 1993". Results of sample analysis were reported as a percent composition. The following is a summary of analytical results for sampled materials:

Material Description	Sample Number(s)	Location(s)	Estimated Quantity	Asbestos Content
<i>Sheet Flooring &amp; Paper - Yellow &amp; Green Pattern (Friable)</i>	1,2,3	<i>Located under the wood laminate in the kitchen, under the cabinets in kitchen and entryway</i>	250 Square Feet	25% Chrysotile
Adhesive - Brown (Non-Friable)	4,5,6	Located on the wood floor in the living room and dining area.	350 Square Feet	None Detected
<i>12"x12" Floor Tile/Black Mastic - Yellow w/Brown Pattern (Non-Friable)</i>	7,8,9	<i>Located under the wood laminate in the basement and laundry room with mastic under ceramic tile in the basement bathroom.</i>	600 Square Feet	5%-10% Chrysotile
Drywall & Joint Compound (Friable)	10,11,12	Located on the walls and ceilings throughout the house.	>1,000 Square Feet	<1% Chrysotile <sup>(1)</sup>
Residual Black Mastic (Non-Friable)	13,14,15	Located under the ceramic tile in the 2 <sup>nd</sup> floor bathroom.	70 Square Feet	None Detected
<i>Window Glazing (Non-Friable)</i>	16,17,18	<i>Located on the windows between the glass and the wood frame.</i>	13 Windows	5% Chrysotile
Window and Door Caulk (Non-Friable)	19,20,21	Located on the edge of the windows and doors.	13 Windows 3 Doors	None Detected
Roof Shingles (Non-Friable)	22,23,24	Located on the roof of the house and the garage.	3,500 Square Feet	None Detected

The drywall and joint compound was determined to contain trace amounts (<1%) of asbestos when analyzed as a composite system but the drywall joint compound was determined to contain 2% when analyzed as a single layer.

The EPA defines asbestos-containing materials as those materials that contain greater than 1% asbestos. Based upon the results of analysis, asbestos-containing materials were identified at the Site.

It should be noted that trace amounts of asbestos (<1%) were detected within the drywall and joint compound within the structure when analyzed as a composite system. The EPA considers



drywall joint compound to be an integral part of the wall system and therefore allows for composite sample analysis in determining the material's regulatory classification. In that the concentrations of asbestos within the drywall and joint compound were determined to be below the regulatory threshold of 1% when analyzed as a composite sample, the material does not meet the regulatory definition of an "asbestos-containing material" and is therefore not regulated by the EPA. However, the OSHA *Asbestos Standard for the Construction Industry* (29 CFR 1926.1101) regulates the work activities that may result in the disturbance of drywall joint compound that contains asbestos at concentrations greater than 1% when identified in any single layer of a multi-layered system. As a result, appropriate controls should be employed during any work activities that may require the removal or disturbance of drywall joint compound at the Site.

Asbestos-containing materials are regulated by various federal, state and local agencies including the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) and the Illinois Department of Public Health (IDPH). The scope of regulatory requirements for asbestos-containing materials is based upon the material's friability classification. Friability is defined as the ability of a material to become crumbled, pulverized, or reduced to powder by hand-pressure. Friable materials such as pipe insulation and spray-on fireproofing tend to become airborne more readily than non-friable materials when disturbed and therefore typically represent a greater "hazard" potential and require removal prior to demolition activities that would result in their disturbance. Non-friable materials such as floor tile, adhesive and roofing material typically do not become airborne as readily as friable materials and do not always require removal prior to demolition activities assuming that the material is not rendered friable and additional regulatory criteria are met.

If demolition activities are to be performed that would likely result in the contact or disturbance of identified asbestos-containing materials, abatement of these materials should be performed by appropriately trained and/or licensed personnel in accordance with the work practices outlined with applicable OSHA, EPA and IDPH regulations. In addition, it should be noted that the EPA requires a 10 working day notification prior to demolition activities regardless of the presence or absence of asbestos-containing materials.

Enclosed with this letter are copies of analytical results. If you have any questions regarding this report, or if we can be of further assistance, please contact us at your convenience.

Sincerely,

**TRUE NORTH CONSULTANTS**

  
Steven J. Fleisher  
Project Manager



April 12, 2017

True North Consultants, Inc.  
1240 Iroquois Avenue, Suite 206  
Naperville, IL 60563

**CLIENT PROJECT:** 5631 Webster; T117224  
**CEI LAB CODE:** A17-5394

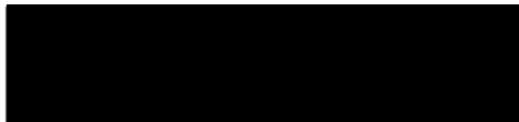
Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on April 11, 2017. The samples were analyzed for asbestos using polarizing light microscopy (PLM) per the EPA 600 Method.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

Thank you for your business and we look forward to continuing good relations. If you have any questions, please feel free to call our office at 919-481-1413.

Kind Regards,



Tianbao Bai, Ph.D., CIH  
Laboratory Director





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**ASBESTOS ANALYTICAL REPORT**  
**By: Polarized Light Microscopy**

Prepared for

**True North Consultants, Inc.**

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CLIENT PROJECT: 5631 Webster; T117224

CEI LAB CODE: A17-5394

TEST METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

REPORT DATE: 04/12/17

TOTAL SAMPLES ANALYZED: 20

# SAMPLES >1% ASBESTOS: 4

**TEL: 866-481-1412**

*www.ceilabs.com*



# Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 5631 Webster; T117224

CEI LAB CODE: A17-5394

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
1		A2375066	Beige	Sheet Flooring With Paper Backing	Chrysotile 25%
2		A2375067		Sample Not Analyzed per COC	
3		A2375068		Sample Not Analyzed per COC	
4		A2375069	Brown	Adhesive	None Detected
5		A2375070	Brown	Adhesive	None Detected
6		A2375071	Brown	Adhesive	None Detected
7		A2375072A	Brown	Floor Tile	Chrysotile 5%
		A2375072B	Black	Mastic	Chrysotile 10%
8		A2375073		Sample Not Analyzed per COC	
9		A2375074		Sample Not Analyzed per COC	
10		A2375075	White, Tan	Drywall/Joint Compound	Chrysotile <1%
11		A2375076	White, Tan	Drywall/Joint Compound	Chrysotile <1%
12		A2375077	White, Tan	Drywall/Joint Compound	Chrysotile <1%
13		A2375078	Black	Mastic	None Detected
14		A2375079	Black	Mastic	None Detected
15		A2375080	Black	Mastic	None Detected
16		A2375081	Gray, Tan	Window Glazing	None Detected
17		A2375082	White	Window Glazing	None Detected
18		A2375083	White, Gray	Window Glazing	Chrysotile 5%
19		A2375084	Green, Gray	Caulking	None Detected
20		A2375085	Green, Gray	Caulking	None Detected
21		A2375086	Green, Gray	Caulking	None Detected
22		A2375087	Black	Roof Shingle	None Detected
23		A2375088	Black	Roof Shingle	None Detected
24		A2375089	Black	Roof Shingle	None Detected



# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

Client: True North Consultants, Inc.  
 1240 Iroquois Avenue, Suite 206  
 Naperville, IL 60563

CEI Lab Code: A17-5394  
 Date Received: 04-11-17  
 Date Analyzed: 04-12-17  
 Date Reported: 04-12-17

Project: 5631 Webster; T117224

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
1 A2375066	Sheet Flooring With Paper Backing	Heterogeneous Beige Fibrous Bound	25% Cellulose	50% Vinyl <1% Mastic	25% Chrysotile
2 A2375067	Sample Not Analyzed per COC				
3 A2375068	Sample Not Analyzed per COC				
4 A2375069	Adhesive	Heterogeneous Brown Non-fibrous Bound		100% Mastic	None Detected
5 A2375070	Adhesive	Heterogeneous Brown Non-fibrous Bound		100% Mastic	None Detected
6 A2375071	Adhesive	Heterogeneous Brown Non-fibrous Bound		100% Mastic	None Detected
7 A2375072A	Floor Tile	Homogeneous Brown Non-fibrous Bound		95% Vinyl	5% Chrysotile
A2375072B	Mastic	Homogeneous Black Non-fibrous Bound		90% Tar	10% Chrysotile
8 A2375073	Sample Not Analyzed per COC				



# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** True North Consultants, Inc.  
 1240 Iroquois Avenue, Suite 206  
 Naperville, IL 60563

**CEI Lab Code:** A17-5394  
**Date Received:** 04-11-17  
**Date Analyzed:** 04-12-17  
**Date Reported:** 04-12-17

**Project:** 5631 Webster; T117224

### ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS				ASBESTOS %
			Fibrous		Non-Fibrous		
9 A2375074	Sample Not Analyzed per COC						
10 A2375075	Drywall/Joint Compound	Homogeneous White, Tan Fibrous Bound	20%	Cellulose	75%	Gypsum Calc Carb	<1% Chrysotile
Lab Notes: 2% chrysotile in joint compound; <1% chrysotile overall							
11 A2375076	Drywall/Joint Compound	Homogeneous White, Tan Fibrous Bound	20%	Cellulose	75%	Gypsum Calc Carb	<1% Chrysotile
Lab Notes: 2% chrysotile in joint compound; <1% chrysotile overall							
12 A2375077	Drywall/Joint Compound	Homogeneous White, Tan Fibrous Bound	20%	Cellulose	75%	Gypsum Calc Carb	<1% Chrysotile
Lab Notes: 2% chrysotile in joint compound; <1% chrysotile overall							
13 A2375078	Mastic	Heterogeneous Black Non-fibrous Bound	5%	Cellulose	95%	Tar	None Detected
14 A2375079	Mastic	Heterogeneous Black Non-fibrous Bound	5%	Cellulose	95%	Tar	None Detected
15 A2375080	Mastic	Heterogeneous Black Non-fibrous Bound	5%	Cellulose	95%	Tar	None Detected



# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** True North Consultants, Inc.  
 1240 Iroquois Avenue, Suite 206  
 Naperville, IL 60563

**CEI Lab Code:** A17-5394  
**Date Received:** 04-11-17  
**Date Analyzed:** 04-12-17  
**Date Reported:** 04-12-17

**Project:** 5631 Webster; T117224

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS		ASBESTOS %
			Fibrous	Non-Fibrous	
16 A2375081	Window Glazing	Heterogeneous Gray, Tan Non-fibrous Bound	95% 5%	Binder Paint	None Detected
17 A2375082	Window Glazing	Heterogeneous White Non-fibrous Bound	95% 5%	Binder Paint	None Detected
18 A2375083	Window Glazing	Heterogeneous White, Gray Non-fibrous Bound	90% 5%	Binder Paint	5% Chrysotile
19 A2375084	Caulking	Heterogeneous Green, Gray Non-fibrous Bound	95% 5%	Caulk Paint	None Detected
20 A2375085	Caulking	Heterogeneous Green, Gray Non-fibrous Bound	95% 5%	Caulk Paint	None Detected
21 A2375086	Caulking	Heterogeneous Green, Gray Non-fibrous Bound	95% 5%	Caulk Paint	None Detected
22 A2375087	Roof Shingle	Heterogeneous Black Fibrous Bound	60% 35% 5%	Fiberglass Tar Gravel	None Detected



# ASBESTOS BULK ANALYSIS

By: POLARIZING LIGHT MICROSCOPY

**Client:** True North Consultants, Inc.  
 1240 Iroquois Avenue, Suite 206  
 Naperville, IL 60563

**CEI Lab Code:** A17-5394  
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**Date Reported:** 04-12-17

**Project:** 5631 Webster; T117224

## ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS			ASBESTOS %
			Fibrous	Non-Fibrous		
23 A2375088	Roof Shingle	Heterogeneous	60%	Fiberglass	35%	None Detected
		Black			5%	
		Fibrous				
		Bound				
24 A2375089	Roof Shingle	Heterogeneous	60%	Fiberglass	35%	None Detected
		Black			5%	
		Fibrous				
		Bound				



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**LEGEND:**    Non-Anth    = Non-Asbestiform Anthophyllite  
              Non-Trem    = Non-Asbestiform Tremolite  
              Calc Carb    = Calcium Carbonate

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**METHOD:** EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

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**REPORTING LIMIT:** <1% by visual estimation

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**REGULATORY LIMIT:** >1% by weight

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Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation. Estimated measurement of uncertainty is available on request.

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by CEI Labs, Inc. CEI Labs makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the client. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.

**ANALYST:**

*Megan Fisher*  
Megan Fisher

**APPROVED BY:**

*Tianbao Bai*  
Tianbao Bai, Ph.D., CIH  
Laboratory Director





730 S.E. Maynard Rd., Cary, NC 27511  
Tel: 866-481-1412; Fax: 919-481-1442

(24) A17-5394  
ASBESTOS A237 5066-  
CHAIN OF CUSTODY A237 5089

LAB USE ONLY:
CEI Lab Code:
CEI Lab I.D. Range:

COMPANY INFORMATION	PROJECT INFORMATION
CEI CLIENT #:	Job Contact: Steve Fleisher
Company: True North Consultants	Email / Tel: sfleisher@consulttruenorth.com
Address: 1240 Iroquois Ave, Suite 206 Naperville, IL 60563	Project Name: 5631 Webster
Email:	Project ID# T117224
Tel: 630-717-2880 Fax: 630-689-5881	PO #:
	STATE SAMPLES COLLECTED IN: IL

GENERAL INSTRUCTIONS	
POSITIVE STOP ANALYSIS	<input checked="" type="checkbox"/> PLM DUE DATE: / /
ANALYZE NOB'S BY TEM	<input type="checkbox"/> TEM DUE DATE: / /

IF TAT IS NOT MARKED STANDARD 3 DAY TAT APPLIES.

ASBESTOS	METHOD	TURN AROUND TIME					
		4 HR	8 HR	24 HR	2 DAY	3 DAY	5 DAY
PLM BULK	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (400)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM POINT COUNT (1000)	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PLM GRAV w POINT COUNT	EPA 600	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PCMAIR	NIOSH 7400	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR AHERA	EPA AHERA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM AIR NIOSH	NIOSH 7402	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM BULK	CHATFIELD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST WIPE	ASTM D6480-05	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM DUST MICROVAC	ASTM D5755-09	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM SOIL	ASTM D7521-13	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TEM VERMICULITE	CINCINNATI METHOD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS:		<input checked="" type="checkbox"/> Accept Samples <input type="checkbox"/> Reject Samples	
Please send a copy of the report to sbass@dupageforest.com. Thank You			
Relinquished By:	Date/Time	Received By:	Date/Time
[Redacted]	4-10-17 11:05 AM	[Redacted]	4/11/17 9:10

Samples will be disposed of 30 days after analysis





525-535 West Jefferson Street • Springfield, Illinois 62761-0001 • www.dph.illinois.gov

ROY W BASS JR  
 683 PADDOCK LANE  
 BATAVIA, IL 60510

6/6/2016

ASBESTOS PROFESSIONAL LICENSE ID NUMBER: 19144

Enclosed is your Asbestos Professional License. Please note the expiration date on the card and in the image depicted below.

COPY OF THE ASBESTOS PROFESSIONAL LICENSE

Front of License

Back of License

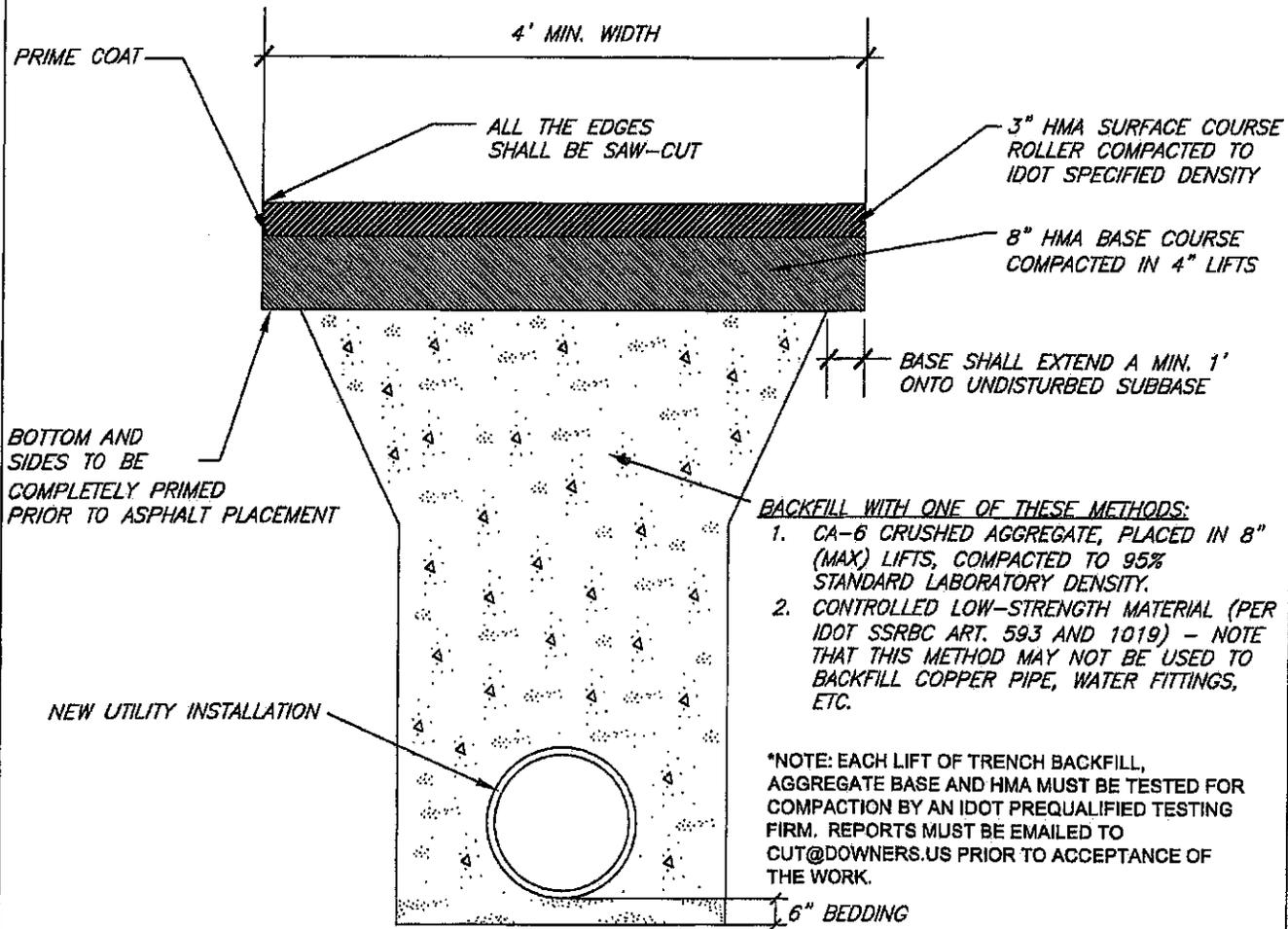
			<b>ASBESTOS          PROFESSIONAL          LICENSE</b>		<b>ENDORSEMENTS</b>	<b>TC EXPIRES</b>
<b>ID NUMBER</b> 100 - 19144	<b>ISSUED</b> 6/6/2016	<b>EXPIRES</b> 05/15/2017	INSPECTOR		3/11/2017	
ROY W BASS JR 683 PADDOCK LANE BATAVIA, IL 60510 Environmental Health					PROJECT MANAGER AIR SAMPLING PROFESSIONAL Alteration of this license shall result in legal action This license issued under authority of the State of Illinois Department of Public Health This license is valid only when accompanied by a valid training course certificate.	
					3/12/2017	

If you have any questions or need further assistance, contact the Asbestos Program at (217)782-3517 or fax (217)785-5897.

Our WEB address is: [dph.illinois.gov/topics-services/environmental-health-protection/asbestos](http://dph.illinois.gov/topics-services/environmental-health-protection/asbestos)  
 EMAIL Address: [dph.asbestos@illinois.gov](mailto:dph.asbestos@illinois.gov)

**APPENDIX C**

See following page.



**NOTES**

- \* ALL CONSTRUCTION MATERIALS AND METHODS SHALL COMPLY WITH THE LATEST VERSION OF THE "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN THE STATE OF ILLINOIS" AND THE "STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION", UNLESS OTHERWISE SPECIFIED HEREIN, OR BY THE DIRECTOR OF PUBLIC WORKS.
- \* ALL ROADWAYS SHALL REMAIN OPEN TO TRAFFIC WITH AT LEAST 1/2 THE WIDTH.
- \* IF MORE THAN 30% OF THE ROADWAY WIDTH IS AFFECTED, THE ENTIRE WIDTH OF THE ROADWAY MUST BE RESURFACED.
- \* ALL STREET OPENINGS MUST BE FULLY RESTORED WITHIN TEN DAYS.
- \* REFER TO CONDITIONS OF THE PERMIT AND CHAPTER 19 OF THE VILLAGE CODE FOR ADDITIONAL REQUIREMENTS.

N.T.S.	DATE	REVISIONS	DRAWN BY	APPVD BY	STANDARD DETAIL
	02/20/07		J.M.L.	M.D.M.	<h1>STREET OPENING BITUMINOUS</h1>
	03/25/11		S.A.V.	A.J.S.	
	03/01/15		A.J.S.	A.J.S.	
	01/01/17		N.R.H.	J.M.W.	
DRAWING NO. PVT-17					
I:\LIBRARY\DETAILS\PAVEMENT\PVT-17					

**NOTIFICATION TO THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP)**

to be completed and mailed within 10 business days of contract signing. Send original to the Office of Federal Contract Compliance and photocopy to DuPage County Address at bottom of letter.

Date: 7/28/17

Michael Thomas, District Director  
Office of Federal Contract Compliance Programs  
U.S. Department of Labor – Employment Standards Administration Chicago  
District Office  
230 S. Dearborn St., Room 434  
Chicago, IL 60604

RECEIVED  
JUL 31 2017  
COMMUNITY DEVELOPMENT  
DEPARTMENT

Please be advised that the following contract in excess of \$10,000 has been awarded:

Program: \_\_\_\_\_

Contractor: A-I Fowler, Inc.

Contractor Address: 1540 Gilpin Ave South Elgin, IL 60077

Contractor Telephone: 847-931-1257

Contractor Employer ID Number: 27-3275749

\$ Amount of Contract: \$23,575.00

Construction Start Date: 8/7/17

Construction Completion Date: 8/31/17

Project No. \_\_\_\_\_

Project Location: 5631 Webster Street Downers Grove, IL

Signed: \_\_\_\_\_

Printed Name: Brian Fowler

Title: President

DuPage County Community Development  
421 N. County Farm Rd, Room 2-800  
Wheaton, IL 60187

Attn: Dorin Fera, Community Development Specialist

# SEWER PERMIT APPLICATION

DISCONNECT / DEMOLITION

DOWNERS GROVE SANITARY DISTRICT  
2710 Curtiss Street  
Downers Grove, IL 60515  
Phone 630-969-0664 Fax 630-969-0827  
www.dgsd.org

RECEIVED

JUL 31 2017

COMMUNITY DEVELOPMENT  
DEPARTMENT

Address 5631 Webster Street, Downers Grove, IL 60516 Lot 24 Block 7

Subdivision Linden Heights 1st Addition Permanent Parcel # 09-17-106-009

Owners Name Village of Downers Grove Phone # (630) 434-5494

Address 801 Burlington Avenue

General Contractor A-I Fowler, Inc.

Phone # 847-931-1257 Fax # 847-695-8770 Email fowlerservices@sbeglobe.com

Address 1540 Gilpen Ave South Elgin, IL 60177

Owner Contractor A-I Fowler, Inc.

Phone # 847-931-1257 Fax # 847-695-8770

Address 1540 Gilpen Avenue South Elgin, IL 60177

- o It is the responsibility of the contractor to determine the point of disconnection on the public sanitary sewer. The contractor shall televise and electronically locate the building sanitary service to the connection point to public sanitary sewer. A video & televising report of the service locating must be submitted with this application. The application will not be processed without submittal of the video & televising report. See Contractor Checklist for details. Allow 7 working days for permit processing.

All permanent disconnection's must be done at the point of connection to the public sanitary sewer main.

For future reconstruction a temporary blocking of the building sanitary sewer service may be done at the property line. At reconstruction a new service must be installed, meeting all District requirements. If the existing connection location at the public main is not reused, it must be abandoned at the point of connection to the public sanitary sewer main.

All disconnection's shall be done by a sewer contractor bonded with the District.

All work must be inspected by the District. Inspections shall be scheduled 24 hours in advance.

Upon the physical disconnection and inspection of the building sanitary sewer service, the District will send notification to the Village to allow the issuance of a demolition permit.

If you will be rebuilding on this property you must apply for a new sewer connection permit.

Applicant Name (printed) [REDACTED] Application Date 7/28/17

**NOTIFICATION TO THE OFFICE OF FEDERAL CONTRACT  
COMPLIANCE PROGRAMS (OFCCP)**

To be completed and mailed within 10 business days of contract signing. Send original to the Office of Federal Contract Compliance and photocopy to DuPage County Address at bottom of letter.

Date: 7-6-17

Michael Thomas, District Director  
Office of Federal Contract Compliance Programs  
U.S. Department of Labor – Employment Standards Administration Chicago  
District Office  
230 S. Dearborn St., Room 434  
Chicago, IL 60604

Please be advised that the following contract in excess of \$10,000 has been awarded:

Program: Community Development Block Grant – Disaster Recovery Grant

Contractor: A-1 Fowler, Inc.

Contractor Address: 1540 Gilpen Avenue, South Elgin, IL 60177

Contractor Telephone: 847-931-1257

Contractor Employer ID Number: 27-3275749

\$ Amount of Contract: \$23,575.00

Construction Start Date: 7-24-17

Construction Completion Date: 8-25-17

Project No. \_\_\_\_\_

Project Location: 5631 Webster Street, Downers Grove, IL

Signed: 

Printed Name: Brian Fowler

Title: President

CC: DuPage County Community Development  
421 N. County Farm Rd, Room 2-800  
Wheaton, IL 60187

Attn: Dorin Fera, Community Development Specialist